Contract NO. 2024-ERGS-XSTL-QT-045

Km143+729 砖围墙安装服务合同
Service Contract for Installation of Brick Wall Fence at Km143+729

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: NORTH GATE CONTAINER TERMINAL DOO SUBOTICA

NORTH GATE
CONTAINER TERMINAL DOO SUBOTICA

服务合同（编号：2023-ERGS-XSTL-QT-045）于2024月_____日在苏博蒂察签订，签约双方：

The Service Contract (No.2023-ERGS-XSTL-QT-045) is concluded in Subotica, on_____.2024, between:

甲方:山东省路桥集团有限公司，新贝尔格莱德中塞友谊广场4号．注册号：29508739，税号：112302292．代表人王勇

/Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Company registration number: 29508739, Tax number: 112302292. Represented by Mr. Wang Yong

和

And

乙方：NORTH GATE CONTAINER TERMINAL DOO SUBOTICA from BIKOVO SALAŠI 33, Subotica. 注册号：08192740，税号：101752729．代表人为Nina Radić.

乙方 Party B: NORTH GATE CONTAINER TERMINAL DOO SUBOTICA from BIKOVO SALAŠI 33, Subotica. Company registration number: 08192740, Tax number: 101752729. Represented by Nina Radić.

根据业主指示，因Km143+729地下通道西南侧涉及征地问题，需要拆除旧围墙，新建55m砖围墙，以保障周边建筑物及地块的安全。

According to the owner's instructions, due to the land acquisition issue involved on the southwest side of the Km143+729 underground passage, it is necessary to demolish the old fence and build 55m new brick wall fence to ensure the safety of surrounding buildings and plots.

根据塞尔维亚有关法律，本着平等、自愿、公平、诚实信用的原则，甲方委托乙方实施Km143+729砖围墙的安装服务，经双方协商一致，达成如下协议：

According to the relevant laws of Serbia, based on the principles of equality, voluntariness, fairness, honesty and trustworthiness, Party A entrusts Party B to implement the installation service of the Km143+729 brick fence. After consultation between the two parties, the following agreement is reached:

第1条 合同标的

1.1作业地点：位于3743巴奇卡托波拉地块上。

Article 1 Subject of the Contract

1.1 Work Location: On the 3743 K.0.Backa Topola plot.

1.2 作业内容：根据甲方指定的的位置，完成基坑开挖及回填，钢筋混凝土基础浇筑，砖墙砌筑，1m宽行人入口金属门及4.5m宽带有滑轮的车辆入口金属门安装等全部工作。

1.2 Scope of work: According to the location designated by Party A, complete the excavation and backfilling of foundation pits, pouring of reinforced concrete foundations, brick wall construction, installation of 1m wide pedestrian entrance metal door and 4.5m wide vehicle entrance metal door with pulleys.

1.3 乙方应按照本合同规定的所有条款进行合同规定的工作。乙方有义务在本合同有效期内，按照甲方的需要和要求，以良好的工艺连续、专业、负责任地执行工程，遵守有关工程执行的专业规则。

1.3Party B shall perform the works envisaged by this contract in accordance with all articles specified in this contract. Party B is obligated to execute the works successively, professionally, and responsibly, following the rules of the profession regarding the referred works execution, with good workmanship during the validity period of this contract, in accordance with the needs and requirements of Party A.

第 3 条 服务期限

3.1 完成全部工作的时间为 5 天。

Article 3 Service Deadline

3.1 The time to complete all the work is 5 days.

第 4 条 服务价格

4.1 合同价格是固定不变的。分包价格为 1,370,000.00 第纳尔（不含增值税）（大写：壹佰叁拾柒万第纳尔），增值税根据塞尔维亚税法相关规定计算。

Article 4 Price for Water Service

4.1 The contract price is fixed. The subcontract price is 1,370,000.00 dinars (excluding VAT) (in words: One Million Three Hundred and Seventy Thousand Dinars), with VAT calculated in accordance with the relevant provisions of the Serbian Tax Law.

4.2 合同总价包含完成本工作的全部费用，包括设备材料费、安装费、调试费、人工费、运输费、燃油费等与完成此项工作有关的全部费用。

4.2 The contract price is fixed, The total contract price includes the full cost of completing this work, Including the equipment and material fee, installation fee, commissioning fee, workers' fee, transportation fee, fuel fee, etc., and all costs related to the completion of this work.

4.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本合同。

4.3 Party B confirms that he has entered into this contract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.

4.4 除增值税外，甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4.4Except for VAT, Party A is not obliged to pay any taxes to Party B, regardless of whether any changes in taxes occur during the performance of the subcontract, even if these taxes are related to the works.

第 5 条 付款

5.1 全部工作完成，且经甲方验收合格后，乙方开具发票，甲方在收到发票后的 30 日内付款。

Article 5 Payment

5.1 After all the work is completed and Party A passes the inspection, Party B will issue an invoice, and Party A will pay within 30 days after receiving the invoice.

5.2 乙方有义务提供甲方财务部门要求的相关文件（如正式发票及相关结算支付文件），若因文件提交不及时或文件错误的原因导致付款不及时，乙方应对此负责。

5.2 Party B is obliged to provide the relevant documents (such as official invoices and relevant settlement and payment documents) required by the financial department of Party A. If the payment is not timely due to the delayed submission of documents or the wrong documents, Party B shall be responsible for this.

5.3 乙方的银行帐号为 150-28623-17 Direct Bank

5.3 The bank account number of Party B is 150-28623-17 Direct Bank

第 6 条 甲方权利和义务

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督

Article 6 Rights and Obligations of Party A

6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the

检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。

Construction safety situation, And urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.2 甲方有义务按照本合同规定，及时且全额向乙方支付服务费用。

6.2 Party A is obliged to pay Party B the service fee in full and in a timely manner in accordance with this contract.

6.3 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。

6.3 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

第 7 条 乙方权利和义务

7.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。

Article 7 Rights and Obligations of Party B

7.1 In order to complete this work as scheduled, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。

7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方在执行本工作期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of this work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。

7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

第 8 条 保修期

8.1 已完成工程的保修期为自工程移交给甲方之日起 1(一)年。

第 8 条 Warranty Period

8.1 The warranty period for completed works is 1 (one) year from the date the works are handed over to Party A.

8.2 在保修期结束前，乙方应自费修复因乙方造成的任何缺陷。如果乙方不能在甲方通知的合理时间内修复缺陷，甲方将自行修复或委托他人修复，费用由乙方承担。

8.2 Before the end of the warranty period, Party B shall repair any defects caused by Party B at its own expense. If Party B cannot repair the defects within a reasonable time notified by Party A, Party A will repair them by itself or entrust others to repair them at Party B's expense.

第 9 条 其他

Article 9 Miscellaneous Agreement

9.1 工作执行期间如甲方更改或更新方案

9.1 During the execution of the work, if Party A changes or

，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。

updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

9.2 本合同未规定的一切将根据《义务法》以及塞尔维亚共和国其他法律及规定进行约束和解释；若因工作范围增加等原因增加了乙方义务，合同双方可签订补充协议进行补充和更新。

9.2 Everything that is not regulated by this contract will be regulated and interpreted in accordance with the Law on Obligations as well as in accordance with other laws of the Republic of Serbia. If Party B's obligations are increased due to the increase of the scope of work, the two parties to the contract may sign a supplementary agreement to supplement and update.

9.3 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。

9.3 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

9.4 本合同以中文和英语编写。若条款中两种语言有任何差异，英语具有优先解释权。

9.4 This contract is made in Chinese and English. In the event of any differences among the three languages, the English version shall prevail.

9.5 本合同一式四份，双方各执两份。每份合同具有相同法律效力。

9.5 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

Party A ： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B：NORTH GATE CONTAINER TERMINAL DOO SUBOTICA

Signature:

Signature:

Name : Wang Yong

Name: Nina Radić

Date：

Date：